

**THIRTIETH DIVIDEND**—The Directors have

[illegible][illegible]

ing beranted, the defendants come in on their answer and affidavits to prevent the continuance of the injunction. The defendant, the owner of the Roundtree Ice Cream Company, denies positively the whole story of the complaint. He says the pier of the pier was first suggested to him by the agent of the owners of the pier, and that without any negotiation whatever he accepted the proposition. He then says that he had been told by him to leave him the pier, and as he (defendant) at the time opposed the Jaycees' pier, he did not absolutely refuse, but suggested that he might want to use it himself, that the lease contained a stipulation that the pier should be used by the person to leave him the pier, and that, subsequently, having assigned the pier to the State, he took possession of and used for his line the Harpoon pier, until the injunction was served on him, whereupon he left the pier, and the plaintiff subsequently leased it to him to use it for his line. He asks the dissolution of the injunction.

The Court took note.

Mr. Johnson and Mr. Scribner for plaintiff, Mr. J. B. Hall for plaintiff.

**MARINE COURT—JULY 10.—Before Judge ALASKA.**  
**THE TUGLER CASE.**  
Nehemiah H. Calveris agt. Henry Bergh.

This was a case brought against Mr. Bergh, who is the President of the "Society for the Prevention of Cruelty to

Animal for a malicious prosecution and false imprisonment. It appears that the plaintiff was the master of the schooner "Aster," which had been used as a cage of gross turtles from Florida. The turtles were placed in the hold of the vessel on their backs, with their fins pierced, and tied together with ropes over their snouts and a cage of gross turtles were brought to New York by way and brought without food or water. Mr. Bergh saw these turtles in that condition and pointed them out to a police officer, who, in compliance with a general order issued by the Superintendent of Police, arrested the plaintiff, who was charged against him for cruelty to animals, and he was held to bail, but, on a subsequent examination, discharged.

It appears that the plaintiff was told by the defendant he liable to damages for a malicious prosecution without any ground proof to show malice on his part.

The Court on motion of the defendant's counsel dismissed the action on the ground that there was no malice was shown.

For plaintiff, *Alanson Nash*; for defendant, *D. M. Armstrong* and *C. A. Renkie*.

**COURT OF COMMON PLEAS—SPECIAL TERM—JULY 16.—**  
**Benjamin J. Davis, Judge.**

**DRAWING CHECKS WITHOUT FUNDS TO MEET THEM.**  
*Henry R. Leonard et al. et al. Demetrios S. Scholoud et al.*

The defendants were arrested in a suit on a check

for \$1,000 drawn by them on the Croton National Bank, on the 4th of April last. The order for the arrest was based on the fact that the defendants had not paid the said defendants know that they had no funds in the bank to meet it, with the intent to defraud. The defendants, who were sick and broken in Wall-st., now moved to vacate this order on the ground that they had no funds in the bank. The court was not so satisfied that they had been in the habit of overdrawing on the bank with its knowledge, to an extent of \$2,000—the bank certifying their checks, and they making them available to the order of the Croton National Bank. The defendants were disappointed in obtaining funds, and were compelled to suspend business and close their office entirely exceptively to the order, and that if the plaintiffs had acted with discretion the check would have been certified, and they saved \$100.

In reply it was contended that they had overdraw their account to an unusual amount on that day, and that the bank had been negligent in certifying for them, and that the two were of fraudulent intent.

The Court took the papers, reserving its decision.

Mr. Clinton for plaintiffs; Mr. Hittchings for defendants.

**Conte apt. The Hoboken Land and Improvement Co.—**Plaintiff has leave to serve an amended summons on payment of \$10 costs, proceedings stayed until costs are paid.

[illegible]